VOLUNTARY RESIGNATION & GENERAL RELEASE AGREEMENT

This Agreement ("Agreement"), dated the 27th day of March, 2025, is made by and between Jon Connolly ("Employee") and the Sussex County Community College ("College") located at One College Hill Rd., Newton, New Jersey 07860.

WITNESSETH:

WHEREAS, Employee was hired by the College as the President and Chief Executive Officer of the College pursuant to a Contract of Employment dated June 8, 2021, which was amended on April 28, 2022; and

WHEREAS, on January 17, 2025, the Employee and the College entered into a Confidential Separation Agreement & General Release of All Claims, which rescinded and replaced the June 8, 2021 Contract and the April 28, 2022 Amendment (the "January 17, 2025 Agreement"); and

WHEREAS, the January 17, 2025 Agreement accepted the Employee's resignation as President and Chief Executive Officer of the College and terminated the Employee's employment as President and Chief Executive Officer and terminated the Employee's Contract of Employment and amendments thereto, and appointing the Employee to the Faculty Rank of Associate Professor jointly in academic programs and environmental, horticultural, and biological science receiving the salary and benefits of a faculty member; and

WHEREAS, both the Employee and the College wish to mutually terminate the January 17, 2025 Agreement and for the Employee to resign as a tenured faculty member from the College; and

WHEREAS, the Employee and the College wish to set forth certain understandings in this Agreement with respect to the Employee's separation from the College.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Last Date of Employment. Employee's last day of employment with the College shall be March 27, 2025.

2. Consideration. In consideration of the terms and conditions contained herein, the College agrees as follows:

a. The College shall pay the Employee fifty-two (52) weeks of Base Salary, less applicable withholding of federal and state deductions, paid out over 52 weeks

on a semi-monthly basis in accordance with the College's normal payroll practices (hereinafter "Severance Pay"). The Base Salary shall be the Employee's base salary as of July 1, 2024, or $193,700.64.

b. In the event the Employee secures employment with compensation of a lesser value than the Base Salary, the College shall continue to pay the Employee less his new per-diem rate, to be calculated on a 260-day basis, for the remainder of the fifty-two (52) week period or until such time as the Employee leaves his new employment, whichever comes first. The Employee shall be responsible for informing the Chief Financial Officer and Chair of the Board of Trustees of his subsequent employment and compensation and hereby consents and agrees to the College's verification of the information with his new employer.

c. The College shall reimburse the Employee for 100% for the cost of his COBRA benefits at the single-coverage level for a maximum of six (6) months from the Effective Date. In the event the Employee secures any employment wherein his is eligible for health care coverage prior to the expiration of the six (6) month period, the College's obligation to reimburse the Employee shall cease at the later of the date of the Employee's new employment or the date upon which he becomes eligible for coverage. In no event shall the College's obligation to reimburse the Employee for COBRA extend more than six (6) months from the Effective Date. Employee may elect to continue COBRA benefits beyond six (6) months as permitted by law at his own cost.

d. In the event the Employee seeks unemployment insurance from the State, existence of this Agreement and the amount of the Severance Pay shall be disclosed as required.

3. <u>Release</u>.

a. In consideration for the promises and obligations contained herein, Except for claims relating to the enforcement of this Agreement, Employee hereby releases and forever discharges the Employer and its former and current representatives, employees, officers, directors, administrators, wardens, trustees, attorneys, elected officials, commissioners, freeholders, agents, successors and assigns, heirs, beneficiaries, executors, and administrators ("Releasees") from any and all manner of action and actions, cause and causes of action, suits, claims, grievances, debts, sums of money, wages, compensation, bills, claims for attorneys' fees, interest, expenses and costs, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands of any nature whatsoever known or unknown, suspected or unsuspected, vested or contingent, which Employee ever had or now has against the Releasees arising out of his employment relationship with the Employer up to the date of execution of this Agreement which were asserted or could have been asserted by the Employee under any state or federal statute, constitution,

ordinance, contract or the common law, including, but not limited to, all claims under: the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, et seq., ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, et seq. ("CRA of 1991"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. ("ADA"); the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq. ("ERISA"); the Equal Pay Act, 29 U.S.C. § 201, et seq., (EPA"); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. ("RA"); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, et seq. ("PDA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as "WPS"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("FLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA"); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. ("WHL"); the New Jersey SAFE Act, N.J.S.A. 34:11C-1, et seq.; the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq. ("DWL"); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. ("WPL); the New Jersey Opportunity to Compete Act, N.J.S.A. 34:6B-11, et seq.; New Jersey's public employment laws, including but not limited to, Titles 11A and 40A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code relating to the Civil Service Act; and all express or implied contracts between Employee and the Employer, including any collective negotiations agreement; and the common law doctrines, including any alleged tortious or defamatory conduct; and/or any and all other federal, state or local statutes, laws, rules, ordinances, policies and constitutions.

b. Employee expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Employee expressly accepts and assumes the risk of such unknown or underestimated losses or claims and acknowledges and agrees that the benefits to be provided to his pursuant to this Agreement fully compensate him for such risks.

c. Employee expressly understands that he is not to communicate with any current member of the Board of Trustees regarding College business for a period of one year. However, the College President may, at his discretion, mutually agree

with the Employee to shorten this time period to 6 months. The Employee shall not communicate with staff and faculty regarding College business during College working hours.

d. Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against the College. The Employee affirms that, except as set forth herein, Employee has been paid or received all compensation, wages, bonuses, commissions, and/or benefits to which Employee may be entitled. Employee further affirms that Employee has no known workplace injuries or occupational diseases. Employee also affirms that Employee has not divulged any proprietary or confidential information of College and will continue to maintain the confidentiality of such information consistent with College's policies and Employee's agreement(s) with College and/or common law.

e. Employee and College is/are not waiving any rights each party may have to: (i) benefits and/or the right to seek benefits under unemployment compensation statutes; (ii) pursue claims which by law cannot be waived by signing this Agreement; and (iii) enforce this Agreement.

4. **Return of Property**. Employee represents and warrants that he has turned over to the Employer all of its property, including without limitation all badges, equipment, keys, pass cards, identification, files, memoranda, laptops, data, records, and other documents, including electronically recorded documents and data that he received from the College or its employees or that he generated in the course of his relationship with the College. Employee further represents and warrants that he has disclosed to the Employer all computer and other passwords, codes, or any other mechanism to which he has or had access while employed by the College. Employee promises not to access or attempt to access the College's computer systems or software or facilities, nor will he provide information to any other person or entity that will allow that party unauthorized access to the College's computer systems or software or facilities.

5. **Employment Inquiries**. The College agrees to respond to all inquiries for information concerning Employee's employment with a confirmation of dates of employment and positions held.

6. **Authority**. This Agreement is subject to approval by the College's Board of Trustees. If approved, the Chairperson of the Board is fully authorized to execute this Agreement on behalf of the College. All employment inquiries need to be directly sent to the President.

7. **Confidentiality**. The Employee and the College agree that this Agreement, its terms, and the matters discussed in negotiating its terms are confidential, to the extent permitted by law. Neither party may directly or indirectly divulge, discuss, publicize, disclose or in any way communicate the fact of this Agreement or the terms of this Agreement, the discussion or circumstances surrounding the negotiation or execution of this Agreement or the facts and circumstances leading to your separation to anyone except the State of New Jersey or its agencies

and the Federal Government and its agencies, without the express written authorization by an authorized representative of the other party, unless compelled to do so pursuant to law. The foregoing confidentiality obligations shall not apply to disclosure by you to your immediate family, union, legal representatives and/or tax advisors, provided you first instruct them, and secure their agreement, to keep all such information in strict confidence. Notwithstanding the foregoing, nothing in this paragraph shall preclude or prevent the College from complying with its obligations under the New Jersey Open Public Records Act or the common law.

8. **Mutual Non-Disparagement.** The parties agree not to disparage, malign, or condemn, or make or solicit any comments, statements, or the like to the media, the public or to others that may be considered defamatory.

9. **Indemnification**. The indemnification provided for in the Contract of Employment dated June 8, 2021, at Paragraph 4(d) shall survive and is incorporated herein by reference. In the event that a civil or administrative action has been brought against the Employee for any act or omission arising out of an in the course of performing his assigned duties while President, the College shall defray all costs of defending such action, including actual and reasonable attorney fees and expenses, together with costs of appeal, if any, and shall save harmless and protect the Employee from any financial loss resulting therefrom to the extent permitted by law. The College may arrange for and maintain appropriate insurance to indemnify and cover all such damages, losses and expenses. The College shall not and does not indemnify any conduct of the Employee which was engaged in by him outside the scope of his duties and responsibilities of his position as President and Chief Executive Officer of the College, nor does the College indemnify the Employee for any conduct which is determined to be in violation of the policies and procedures of the College, and/or in violation of State and Federal law.

10. **Review and Revocation Period**. Pursuant to the Older Workers Benefit Protection Act, Employee has twenty-one (21) calendar days from delivery hereof to consider this Agreement. Employee may accept this Agreement before expiration of the twenty-one (21) days, in which case the Employee shall waive the remainder of the consideration period. Employee has a period of seven (7) calendar days after delivering the executed Agreement to revoke acceptance of the Agreement. To revoke, the Employee must deliver timely written notice revoking his acceptance of this Agreement to the attention of Corey Homer, Interim President, One College Hill Rd., Newton, New Jersey 07860. This Agreement shall become effective on the eighth (8th) day after delivery of this executed Agreement by the parties, provided that the Employee has not revoked acceptance or rescinded the Agreement (the "Effective Date").

11. **No Admissions**. This Agreement is entered into solely for the purpose of resolving disputed claims, and neither the execution, delivery, nor performance of this Agreement shall constitute or be construed at any time or for any purpose to be an admission of fact or liability by any of the parties; and the parties further agree that this Agreement and Release shall not be used as evidence in any judicial, administrative, or quasi-judicial proceeding, except to enforce the terms of this Agreement.

12. **Entire Agreement/Severability/Not Construed Against Drafter.** This Agreement constitutes the entire understanding between the parties as it relates to the subject matter of this Agreement and supersedes all other representations, statements, and understandings or agreements pertaining to such subject matter. The provisions of this Agreement are severable, and if any provision of it is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable. If any portion of the Agreement is held invalid by operation of law, the remaining terms of the Agreement shall not be affected. The Agreement was negotiated at arms-length and shall not be construed against its drafter as each party participated equally in its drafting.

13. **Voluntary and Knowing Agreement.** Employee acknowledges that he has executed this Agreement after being given the opportunity to consult with legal counsel and his union representative, after considering the terms of the Agreement, and further acknowledges that he has read this Agreement in its entirety, understands all of the terms and freely, voluntarily and knowingly, without duress or coercion, assents to all the terms and conditions contained herein. Employee further acknowledges that he conferred with his union representative before signing and is fully satisfied with his union representation.

14. **Law Governing**. This Agreement shall be governed by the laws of New Jersey. Venue shall reside in Sussex County New Jersey.

15. **Counterparts**. This Agreement may be executed in counterparts, each of which is an original, including scanned copies or those transmitted by facsimile, and all of which together evidence the same agreement, each of which constitute one and the same.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year set forth above.

EMPLOYEE:

Jon Connolly

Dated: 3/27/25

SUSSEX COUNTY COMMUNITY COLLEGE

Herb Yardley, Chairman
Board of Trustees

Dated: 3/27/25